

EXHIBIT 5

Zeitsiff Declaration

**IN THE UNITED STATES BANKRUPTCY COURT
FOR THE NORTHERN DISTRICT OF TEXAS
DALLAS DIVISION**

IN RE:	§	CASE NO. 20-31318-hdh11
	§	
GGI HOLDINGS, LLC, et al.,	§	CHAPTER 11
	§	
DEBTORS.	§	(Jointly Administered)

DECLARATION OF ADAM ZEITSIFF

I hereby declare:

1. I was the Debtors' CEO and submitted the declaration on behalf of the Debtors in support of first day relief herein.
2. I executed: [1] the Master Services and Licensing Agreement with Morpheus Labs, Inc. ("Morpheus"), dated March 2, 2020, pursuant to which Morpheus agreed to provide services relating to the development of the Element 79 platform as described in the Statement of Work ("SOW") annexed thereto; and [2] the Master License Agreement with One Fit Stop USA Corp. ("OFS"), dated March 3, 2020, pursuant to which OFS agreed to provide services relating to the development of said platform as described in SOW #2.
3. Morpheus and OFS began working on the project commencing in or about August 2019 on the basis of a letters of intent I executed with Morpheus and with OFS, long before we executed the above Master Agreements were executed.
4. At all relevant times, I and the Debtors' management team were very happy with the work performed and progress achieved by Morpheus and OFS, during a relatively short window given the complexity of the project, and paid them hundreds of thousands of dollars based on work performed on the basis of services rendered under the letter of intent, even before their execution of more formal Master Agreements and SOWs.

5. To the best of my knowledge, information and belief, at no point did the Debtors ever issue a “stop work” order to Morpheus or OFS or otherwise direct one or both of them to cease work on the subject project.

6. To the contrary, to the best of my knowledge, information and belief, Morpheus and OFS were encouraged to continue working up to the commencement of the Debtors’ bankruptcy cases on May 4, 2020, even as we were engaged in bankruptcy planning, precisely because we contemplated the development of the platform being instrumental to the Debtors’ operational success following the onset of the Covid-19 pandemic.

7. The subject project was not abandoned until after the commencement of the Debtors’ bankruptcy cases, after which the Debtors determined to sell their business, a result that would not have been affected by continuation of the Element 79 project.

I hereby declare under penalty of perjury that the foregoing is true and correct. Executed on April 9, 2021.



Adam Zeftsiff